

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

CONTINENTAL CASUALTY COMPANY

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Randy C. Greene, Esquire
Dugan, Brinkman, Maginnis and Pace
1880 John F. Kennedy Boulevard, Philadelphia, PA (215) 563-3500

DEFENDANTSULTRA CLEAN SYSTEMS, INC. & THERMOPLASTIC PROCESSES
A TPI PARTNERS CORPCounty of Residence of First Listed Defendant Pinellas County, FL

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Patricia Baxter, Esquire and Alysa Talarico, Esquire
Morgan & Akins, PLLC
30 S. 15th St., Ste. 701, Philadelphia, PA 19102 (267) 691-3900

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|---------------------------------------|---------------------------------------|---|----------------------------|---------------------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT		TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input checked="" type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 375 False Claims Act	
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))	
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability			<input type="checkbox"/> 400 State Reapportionment	
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Federal Employers' Liability				<input type="checkbox"/> 410 Antitrust	
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine				<input type="checkbox"/> 430 Banks and Banking	
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability				<input type="checkbox"/> 450 Commerce	
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="checkbox"/> 350 Motor Vehicle				<input type="checkbox"/> 460 Deportation	
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability				<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury				<input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692)	
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice				<input type="checkbox"/> 485 Telephone Consumer Protection Act	
<input type="checkbox"/> 195 Contract Product Liability					<input type="checkbox"/> 490 Cable/Sat TV	
<input type="checkbox"/> 196 Franchise					<input type="checkbox"/> 500 Securities/Commodities/Exchange	
					<input type="checkbox"/> 890 Other Statutory Actions	
					<input type="checkbox"/> 891 Agricultural Acts	
					<input type="checkbox"/> 893 Environmental Matters	
					<input type="checkbox"/> 895 Freedom of Information Act	
					<input type="checkbox"/> 896 Arbitration	
					<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision	
					<input type="checkbox"/> 950 Constitutionality of State Statutes	

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
- ☒ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 USC 1332

Brief description of cause:
Product liability

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions)

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

11/12/2019

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

Continental Casualty Company	:	CIVIL ACTION
	:	
v.	:	
Ultra Clean Systems, Inc. and Thermoplastic	:	NO.
Processes A TPI Partners Corp.	:	

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

<u>11/12/2019</u>	<u>Alysa Talarico, Esquire</u>	<u>Ultra Clean Systems, Inc.</u>
Date	Attorney-at-law	Attorney for
<u>267-691-3900</u>	<u>215-600-1303</u>	<u>atararico@morganakins.com</u>
Telephone	FAX Number	E-Mail Address

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: CONTINENTAL CASUALTY COMPANY

Address of Defendant: ULTRA CLEAN SYSTEMS, INC.

Place of Accident, Incident or Transaction: York, Pennsylvania

RELATED CASE, IF ANY:

Case Number: _____ Judge: _____ Date Terminated: _____

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- | | | |
|--|------------------------------|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 11/12/2019 _____ 84512

Attorney-at-Law / Pro Se Plaintiff

Attorney I.D. # (if applicable)

CIVIL: (Place a ✓ in one category only)

A. Federal Question Cases:

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
- ☐ 2. FELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Patent
- ☐ 6. Labor-Management Relations
- ☐ 7. Civil Rights
- ☐ 8. Habeas Corpus
- ☐ 9. Securities Act(s) Cases
- ☐ 10. Social Security Review Cases
- ☐ 11. All other Federal Question Cases

(Please specify): _____

B. Diversity Jurisdiction Cases:

- ☐ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury (Please specify): _____
- ☒ 7. Products Liability
- ☐ 8. Products Liability – Asbestos
- ☐ 9. All other Diversity Cases

(Please specify): _____

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, _____, counsel of record or pro se plaintiff, do hereby certify:

☐ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

☐ Relief other than monetary damages is sought.

DATE: _____

Attorney-at-Law / Pro Se Plaintiff

Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

CONTINENTAL CASUALTY COMPANY

Plaintiff(s),

vs.

**THERMOPLASTIC PROCESSES
A TPI PARTNERS CORP
and
ULTRA CLEAN SYSTEMS, INC.**

Defendant(s)

NO.

DISCLOSURE STATEMENT FORM

Please check one box:

- ☒ The nongovernmental corporate party, in the above listed civil action does not have any parent corporation and publicly held corporation that owns 10% or more of its stock.

The nongovernmental corporate party, in the above listed civil action has the following parent corporation(s) and publicly held corporation(s) that owns 10% or more of its stock:

November 12, 2019

Date

Signature

Counsel for: ULTRA CLEAN SYSTEMS, INC.

Federal Rule of Civil Procedure 7.1 Disclosure Statement

- (a) **WHO MUST FILE; CONTENTS.** A nongovernmental corporate party must file two copies of a disclosure statement that:
- (1) identifies any parent corporation and any publicly held corporation owning 10% or more of its stock; or
 - (2) states that there is no such corporation.
- (b) **TIME TO FILE; SUPPLEMENTAL FILING.** A party must:
- (1) file the disclosure statement with its first appearance, pleading, petition, motion, response, or other request addressed to the court; and
 - (2) promptly file a supplemental statement if any required information change

**IN THE UNITED STATES DISTRICT COURTS
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CONTINENTAL CASUALTY COMPANY

Plaintiff(s),

vs.

**THERMOPLASTIC PROCESSES
A TPI PARTNERS CORP
and
ULTRA CLEAN SYSTEMS, INC.**

Defendant(s)

NO.

**TO: THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

NOTICE OF REMOVAL

Pursuant to 28 U.S.C. 1446, 1441(a), and 1332, Defendant, Ultra Clean Systems, Inc. (hereinafter referred to as “Ultra Clean”), removes to this Court the above action, pending as a civil action No. 190800804 in the Court of Common Pleas, Philadelphia. As grounds for removal, Ultra Clean states:

BACKGROUND

1. This civil action was commenced via Writ by Plaintiff on August 8, 2019 and is pending in the Court of Common Pleas, Philadelphia, a court located within this District, under Docket No. 190800804.

2. Plaintiff filed a Complaint on November 1, 2019 against Defendants, Ultra Clean Systems, Inc. and Thermoplastic Processes, A TPI Corp.¹
3. This Court has jurisdiction over this action under 28 U.S.C. 1332, *et seq.* As such, removal is proper as this Court has diversity jurisdiction.
4. Ultra Clean Systems, Inc. is filing this Notice of Removal within thirty days of the filing of the Complaint in accordance with 28 U.S.C. 1446 (b)(1).
5. This Court has jurisdiction over this action under 28 U.S.C. 1332. As such, removal is proper as this Court has diversity jurisdiction.
6. Venue is proper in this Court because the Court of Common Pleas, Philadelphia, where this case was originally filed, is in this District. *See* 28 U.S.C. 1446(a).
7. Pursuant to 28 U.S.C. 1446(d), Ultra Clean Systems, Inc. is serving a copy of this Notice of Removal on all counsel of record and with the Prothonotary of the Court of Common Pleas, Philadelphia.
8. Pursuant to 28 U.S.C. 1446(a), a copy of all process, pleadings and orders served upon Ultra Clean Systems, Inc. prior to the filing of this Notice of Removal is attached hereto as **Exhibit “A.”**

DIVERSITY JURISDICTION

Amount in Controversy

9. Plaintiff forwarded a Statement of Loss on September 5, 2019 advising that the amount of loss is \$614,407.35. *See* Plaintiff’s Statement of Loss, a true and correct copy of which is attached hereto as **Exhibit “B.”**

¹ A Stipulation was filed on October 23, 2019 correcting the name of Thermoplastic Processes, A TPI Partners Corp to TPI, Partners, Inc.

10. As Plaintiff seeks damages in excess of \$75,000, the matter is removable under 28 U.S.C. 1332.

Diversity of Citizenship

11. The diversity of citizenship requirement under 28 U.S.C. 1332(a) is met.
12. For removal purposes, a corporation is “deemed to be a citizen of every State and foreign state by which it has been incorporated and of the State of foreign state where it has its principal place of business.” 28 U.S.C. 1332(c)(1).
13. Plaintiff is an Illinois company with a principal place of business in Chicago, Illinois. *See* Plaintiff’s Complaint attached hereto as **Exhibit “A,”** p. 1.
14. Defendant, Ultra Clean Systems, Inc. is a Florida corporation with principal places of business in Oldsmar, Florida.
15. Defendant, TPI Partners, Inc. (incorrectly captioned as “Thermoplastic Processes, A TPI Corp.”) is a Delaware corporation with principal places of business in Delaware.
16. Defendant, TPI Partners, Inc. (incorrectly captioned as “Thermoplastic Processes, A TPI Corp.”). *See* TPI Partners, Inc. (incorrectly captioned as “Thermoplastic Processes, A TPI Corp.”)’s consent to removal, a true and correct copy of which is attached hereto as **Exhibit “C.”**
17. Therefore, the matter is removable pursuant to 28 U.S.C. 1332.

WHEREFORE, Defendant, Ultra Clean Systems, Inc. effects the removal of this action from the Court of Common Pleas, Philadelphia to the United States District Court for the Eastern District of Pennsylvania.

MORGAN & AKINS, PLLC

By:



PATRICIA A. BAXTER

pbaxter@morganakins.com

ALYSA TALARICO

atarico@morganakins.com

The Graham Building

30 South 15th Street, Suite 701

Philadelphia, PA 19102

Attorneys for Defendant Ultra Clean
Systems, Inc.

Date: November 12, 2019

**IN THE UNITED STATES DISTRICT COURTS
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CONTINENTAL CASUALTY COMPANY

Plaintiff(s),

vs.

**THERMOPLASTIC PROCESSES
A TPI PARTNERS CORP
and
ULTRA CLEAN SYSTEMS, INC.**

Defendant(s)

NO.

CERTIFICATE OF SERVICE

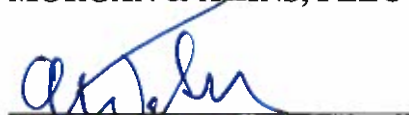
I hereby certify that on November 12, 2019, a copy of the foregoing Notice of Removal was mailed first-class, postage prepaid, to all counsel of record at the following addresses:

Randy C. Greene, Esquire
Dugan, Brinkman, Maginnis and Pace
1880 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103
Counsel for Plaintiff

Pete Swayze, Esquire
David Yavil, Esquire
Lewis Brisbois
550 E. Swedesford Road, Suite 270
Wayne, PA 19087
Counsel for Thermoplastics

MORGAN & AKINS, PLLC

By:



PATRICIA A. BAXTER
pbaxter@morganakins.com

ALYSA TALARICO
atararico@morganakins.com
The Graham Building
30 South 15th Street, Suite 701
Philadelphia, PA 19102
Attorneys for Defendant, Ultra
Clean Systems, Inc.

Date: November 12, 2019

Exhibit A

DUGAN, BRINKMANN, MAGINNIS AND PACE
BY: RANDY C. GREENE, ESQUIRE
ATTORNEY ID NO. 62692
1880 John F. Kennedy Boulevard
Suite 1400, 1880 John F. Kennedy Blvd.
Philadelphia, PA 19103
rcgreene@dbmplaw.com
(215) 563-3500



Continental Casualty Company
151 N. Franklin St.
Chicago IL 60606
v.

Thermoplastic Processes
A TPI Partners Corp
21649 Cedar Creek Ave
Georgetown, DE 19947

and

Ultra Clean Systems, Inc.
148 Dunbar Ave., Ste. A
Oldsmar, FL 34677

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

JURY TRIAL DEMANDED

AUGUST TERM, 2019

NO.

PRAECIPE TO ISSUE WRIT OF SUMMONS

TO THE PROTHONOTARY:

Kindly issue a Writ of Summons in the above-captioned matter.

DUGAN, BRINKMANN, MAGINNIS AND PACE

BY:

A handwritten signature in blue ink, appearing to be "Randy C. Greene", written over a horizontal line.

RANDY C. GREENE, ESQUIRE

Summons
Citation

Commonwealth of Pennsylvania
COUNTY OF PHILADELPHIA

CONTINENTAL CASUALTY COMPANY

Plaintiff

vs.

THERMOPLASTIC PROCESSES, et.al.

Defendant

COURT OF COMMON PLEAS

AUGUST Term, 20 19

No. _____

To¹

Thermoplastic Processes, A TPI Partners Corp, 21649 Cedar Creek Ave, Georgetown, DE 19947

Ultra Clean Systems, Inc., 148 Dunbar Ave., Ste. A, Oldsmar, FL 34677

Renovo Solutions, LLC, 4 Executive Circle, Ste. 185, Irvine, CA 92614

Writ of Summons

You are notified that the Plaintiff²

Usted esta avisado que el demandante

Continental Casualty Company

Has (have) commenced an action against you.

Ha (han) iniciado una accion en contra suya.



ERIC FEDER

Director, Office of Judicial Records

By: _____

Date: _____



10-238 (Rev. 6/14)

¹ Name(s) of Defendant(s)

² Name(s) of Plaintiff(s)

Case ID: 190800804

Court of Common Pleas

AUGUST Term, 20 19

No. _____

CONTINENTAL CASUALTY COMPANY, 151 N. Franklin St., Chicago IL 60606

Plaintiff

vs.

Thermoplastic Processes, A TPI Partners Corp, 21649 Cedar Creek Ave, Georgetown, DE 19947

Defendant

and

Ultra Clean Systems, Inc., 148 Dunbar Ave., Ste. A, Oldsmar, FL 34677
and

Renovo Solutions, LLC, 4 Executive Circle, Ste. 185, Irvine, CA 92614

SUMMONS

DUGAN, BRINKMANN, MAGINNIS AND PACE
 BY: RANDY C. GREENE, ESQUIRE
 ATTORNEY ID NO. 62692
 1880 John F. Kennedy Boulevard
 Suite 1400, 1880 John F. Kennedy Blvd.
 Philadelphia, PA 19103
rcgreene@dbmplaw.com
 (215) 563-3500



Continental Casualty Company
 151 N. Franklin St.
 Chicago IL 60606

v. Plaintiff,

Thermoplastic Processes
 A TPI Partners Corp
 21649 Cedar Creek Ave
 Georgetown, DE 19947

and

Ultra Clean Systems, Inc.
 148 Dunbar Ave., Ste. A
 Oldsmar, FL 34677

Defendants.

COURT OF COMMON PLEAS
 PHILADELPHIA COUNTY

JURY TRIAL DEMANDED

NO. 190800804

Complaint

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Lawyer Referral Service
 One Reading Terminal
 1101 Market Street, 11th Flr.
 Philadelphia, PA 19107
 (215) 238-1701

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. A demás, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

DUGAN, BRINKMANN, MAGINNIS AND PACE
 BY: RANDY C. GREENE, ESQUIRE
 ATTORNEY ID NO. 62692
 1880 John F. Kennedy Boulevard
 Suite 1400, 1880 John F. Kennedy Blvd.
 Philadelphia, PA 19103
regreene@dbmplaw.com
 (215) 563-3500

Continental Casualty Company 151 N. Franklin St. Chicago IL 60606 v. Plaintiff,	COURT OF COMMON PLEAS PHILADELPHIA COUNTY
Thermoplastic Processes A TPI Partners Corp 21649 Cedar Creek Ave Georgetown, DE 19947 and Ultra Clean Systems, Inc. 148 Dunbar Ave., Ste. A Oldsmar, FL 34677 Defendants.	JURY TRIAL DEMANDED NO. 190800804 Complaint

Plaintiff, Continental Casualty Company, by and through their attorneys, by way of Complaint against the Defendants, Thermoplastic Processes, a TPI Partners Corp., and Ultra Clean Systems, Inc., aver as follows:

1. At all times relevant hereto, Continental Casualty Company a/s/o OSS Orthopedic Hospital LLC (hereafter OSS Orthopedic) is an Illinois company with a principal place of business at 151 N. Franklin St, Chicago, IL 60606.
2. Defendant, Thermoplastic Processes, A TPI Partners Corp, (hereafter "Thermoplastic Processes") is a corporation with a principal place of business at 21649 Cedar Creek Avenue, Georgetown, DE 19947.

3. Defendant, Ultra Clean Systems, Inc., (hereafter “Ultra Clean”) is a corporation with a principal place of business at 148 Dunbar Ave., Ste. A, Oldsmar, Florida, 34677.

4. At all times material hereto, all Defendants acted through their agents, servants, and employees.

5. Venue is proper in the County of Philadelphia, as at all times relevant the defendants regularly and continually conduct business in the city of Philadelphia.

6. All times material hereto, Defendants held themselves out to the public as skilled and competent in their fields of business.

7. OSS Orthopedic Hospital is a limited liability company located at 1855 Powder Mill Rd., York, PA 17402.

8. The loss occurred on August 12, 2017 at OSS Orthopedic Hospital in York, PA when a ¼ inch polymeric water hose (hereinafter “subject hose”) connected to an ultrasonic sterilizer (hereinafter “sterilizer”) failed resulting in substantial water damage.

9. On information and belief, Defendant Ultra Clean Systems manufactured the ultrasonic sterilizer, which was fitted with the ¼ inch polymeric water hose either at the time of original manufacture or during a reconditioning by Ultra Clean.

10. The sterilizer was sold to OSS by Ultra Clean as reconditioned equipment.

11. Upon information and belief, Defendant Thermoplastic Processes manufactured the subject hose. that failed.

12. Upon information and belief, the subject hose was defective from manufacturing/material deficiencies that caused it to fail from oxidative degradation due to poor formulation of the polymeric material.

13. The subject hose was defective as an alternate product manufactured from cross linked polyethylene (PEX) material was available at the time of the sale or distribution of the sterilizer that would have provided superior resistance to oxidation and burst failures.

14. As a result of the failure of the subject hose water flowed from the tubing and onto Plaintiff's property, causing significant water damage to the structure, fixtures and equipment.

15. As a result of the water loss described above, OSS Orthopedic Hospital sustained significant damage to its property.

16. Continental Casualty Company ("Continental") insured OSS Orthopedic under an insurance policy that provided coverage to OSS Orthopedic for property damage (hereinafter the "Insurance Policy").

17. Pursuant to the terms and conditions of the Insurance Policy, Continental paid to or on behalf of OSS Orthopedic certain damages that it sustained as a result of the incident.

18. Pursuant to the terms and conditions of the Insurance Policy, and the payments made thereunder, Continental is subrogated to the rights of OSS Orthopedic against the person(s)/entity(ies) responsible for the damages paid by Continental under the Insurance Policy.

19. Plaintiff is entitled to prejudgment interest on all liquidated damages from the date of payment to, or on behalf of its insured.

COUNT 1 – STRICT PRODUCTS LIABILITY
Plaintiff v. Thermoplastic Processes

20. Plaintiff incorporates each of the above allegations as though set forth herein.

21. Defendant Thermoplastic Processes is and at all times herein mentioned was engaged in the business of marketing, selling and distributing water hoses for sale to and use by members of the general public and, as part of its business, marketed, sold, and distributed the

subject ¼' polymeric water hose used as part of the ultrasonic sterilizer at the Plaintiff's property.

22. Defendant Thermoplastic Processes had a duty of care in manufacturing, marketing, selling and distributing the subject hose so that the product was not defective.

23. The subject hose at the time it was sold was unreasonably dangerous and unsuitable for its intended use by reason of defects in the design and/or manufacture.

24. At all relevant times, the subject hose was marketed, sold and distributed by Defendant Thermoplastic Processes in an unreasonably dangerous and defective condition that rendered the product unsuitable for its intended or reasonably foreseeable use.

25. On or about August 12, 2017, Plaintiff was using the ultrasonic sterilizer with the subject hose connected in the manner intended, when, as a proximate result of the defects described herein, the subject hose failed resulting in the subject property damage.

26. As a proximate result of the defects and damage as herein alleged, the Plaintiff sustained damage to its property in an amount in excess of \$50,000.

WHEREFOR, Plaintiff demands judgment against Defendant Thermoplastic Processes for damages in the amount in excess of \$50,000, plus prejudgment interest and costs of bringing this action.

COUNT 2 – NEGLIGENCE
Plaintiff v. Thermoplastic Processes

27. Plaintiff incorporates each of the above allegations as though set forth herein.

28. Defendant Thermoplastic Processes had a duty to use due care in manufacturing, marketing, selling and distributing the ¼' polymeric water hose so that those products were not defective.

29. Defendant Thermoplastic Processes breached its duty by placing the subject hose into the stream of commerce when it either knew or should have known of its defective nature and the potential harm to members of the general public and to the Plaintiff.

30. Defendant Thermoplastic Processes had a duty to act responsibly under the circumstances and to take all reasonable steps to protect Plaintiff's property from damage such as that which occurred on August 12, 2017.

31. The negligent acts of Defendant Thermoplastic Processes consist of the following:

- (a) Failing to properly manufacture the ¼" polymeric water hose;
- (b) Failing to properly design the ¼" polymeric water hose;
- (c) Failing to properly inspect ¼" polymeric water hose;
- (d) Failing to make certain the ¼" polymeric water hose were properly positioned
- (e) Failing to protect the subject property from damage
- (f) Failing to employ and select competent subcontractors, agents, servants and employees;
- (g) Failing to supervise its employees and/ or subcontractors and to ensure proper methods were being used;
- (h) Failing to supervise, train, and/or improve the methods used by its employees and/or subcontractors;
- (i) Failing to exercise the care, caution and diligence required under the circumstances;
- (j) Failing to exercise the due care, caution, and diligence required in the hiring, supervising, and training of employees and/or subcontractors required under the circumstances;
- (k) Failing to protect property from damage as a result of negligent supervision and training of its employees and/or subcontractors;
- (l) Failing to perform its work in conformance with the applicable standard of care, applicable codes, rules and regulations.

32. As a direct and proximate result of Defendant Thermoplastic Processes negligence, Plaintiff suffered the damages described above.

WHEREFORE, Plaintiff demands judgment against Defendant Thermoplastic Processes for damages in the amount in excess of \$50,000, plus prejudgment interest and costs of bringing this action.

COUNT 3 – STRICT PRODUCT LIABILITY
Plaintiff v. Ultra Clean Systems

33. Plaintiff incorporates each of the above allegations as though set forth herein.

34. Defendant Ultra Clean Systems is and at all times herein mentioned was in the business of marketing, selling, installing and distributing new and a reconditioned ultrasonic sterilizing medical device cleaning system for sale to and use by members of the general public and, as part of its business, marketed, sold, and distributed the reconditioned ultrasonic sterilizing medical device cleaning system for use at the Plaintiff property.

35. Defendant Ultra Clean Systems had a duty to use due care in manufacturing, marketing, selling and distributing the reconditioned ultrasonic sterilizing medical device cleaning system so that the product was not defective.

36. The reconditioned ultrasonic sterilizing medical device cleaning system at the time it was sold was unreasonably dangerous and unsuitable for its intended use by reason of defects in its design and/or manufacture.

37. At all relevant times, the reconditioned ultrasonic sterilizing medical device cleaning system was marketed, sold and distributed by Defendant Ultra Clean Systems in an unreasonably dangerous and defective condition that rendered the product unsuitable for its intended or reasonably foreseeable use.

38. On or about August 12, 2017, Plaintiff was using the ultrasonic sterilizing medical device cleaning system in the manner intended, when, as a proximate result of the defects described herein, the reconditioned ultrasonic sterilizing medical device cleaning system failed, resulting in the subject property damage.

39. As a proximate result of the defects and damage herein alleged, the Plaintiff sustained damage to its property in amount in excess of \$50,000.

WHEREFORE, Plaintiff demands judgment against Defendant Ultra Clean Systems for damages in the amount in excess of \$50,000, plus prejudgment interest and costs of bringing this action.

COUNT 4 – NEGLIGENCE
Plaintiff v. Defendant Ultra Clean Systems

40. Plaintiff incorporates the preceding paragraphs by reference as though the same were more fully set forth herein at length.

41. Defendant Ultra Clean Systems had a duty to use due care in manufacturing, marketing, selling, installing and distributing the reconditioned ultrasonic sterilizing medical device cleaning system so that the product was not defective.

42. Defendant Ultra Clean Systems breached its duty by placing the defective reconditioned ultrasonic sterilizing medical device cleaning system into the stream of commerce when it either knew or should have known of the defective nature of the ultrasonic sterilizing medical device cleaning system, and the potential harm to members of the general public and to the Plaintiff.

43. Defendant Ultra Clean Systems had a duty to act responsibly under the circumstances and to take all reasonable steps to protect Plaintiff's property from damage such as that which occurred on August 12, 2017.

44. The negligent acts of Defendant Ultra Clean Systems consists of the following:

- (a) Failing to properly manufacture and/or recondition the subject ultrasonic sterilizing medical device cleaning system
- (b) Failing to properly inspect the ultrasonic sterilizing medical device cleaning system
- (c) Failing to properly inspect the ¼" polymeric water hose connected to the ultrasonic sterilizing medical device cleaning system
- (d) Failing to select a proper component for the ultrasonic sterilizing medical device cleaning system
- (e) Failing to protect the subject property from damage
- (f) Failing to employ and select competent subcontractors, agents, servants and employees;
- (g) Failing to supervise its employees and/or subcontractors and to ensure proper methods were being used;
- (h) Failing to supervise, train, and/or improve the methods used by its employees and/or contractors
- (i) Failing to exercise the due care, caution, and diligence required under the circumstances;
- (j) Failing to exercise due care, caution, and diligence required in the hiring, supervising, and training of employees and/or subcontractors required under the circumstances;
- (k) Failing to provide adequate notice required under the circumstances;
- (l) Failing to protect property from damages as a result of negligent supervision and training of its employees and/or subcontractors;
- (m) Failing to protect the subject property from damage;
- (n) Failing to perform its work in conformance with the applicable standard of care, applicable codes, rules and regulations.

45. As a direct and proximate result of Defendant Ultra Clean Systems negligence, Plaintiff suffered the damages described above.

WHEREFORE, Plaintiff demands judgment against Defendant Ultra Clean Systems for damages in the amount in excess of \$50,000, plus prejudgment interest and costs of bringing this action.

DUGAN, BRINKMANN, MAGINNIS AND PACE


By:



Randy C. Greene., ESQUIRE
Attorney for Plaintiff

VERIFICATION

Kathleen LaVallie, hereby avers that the allegations contained in the foregoing Complaint are true and correct to the best of her knowledge, information and belief; and that the statements in said pleading are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsifications to authorities.


Kathleen LaVallie
Continental Casualty Company

Date: 10/31/19

Exhibit B



For All the Commitments You Make®

SWORN STATEMENT IN PROOF OF LOSS

Blanket All Coverages - \$164,728,404
AMOUNT OF POLICY AT TIME OF LOSS

1/1/17
DATE ISSUED

1/1/18
DATE EXPIRES

To the Continental Casualty Company
of Chicago, IL

At time of loss, by the above indicated policy of insurance you insured
OSS Orthopedic Hospital LLC

6014580621

POLICY NUMBER

Mechanicsburg, PA
AGENCY AT

Murray Insurance
AGENT

against loss by Signature Policy Perils to the property described under Schedule "A", according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

1. Time and Origin: A (STATE KIND) water loss occurred about the hour of o'clock M.,
on the 12th day of August, 2017. The cause and origin of the said loss were:

Leak from ultra-sonic cleaner

2. Occupancy: The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever:

Medical Facility

3. Title and Interest: At the time of the loss the interest of your insured in the property described therein was Owner No other person or persons had any interest therein or

incumbrance thereon, except:

N/A

4. Changes: Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except:

None

5. Total Insurance: The total amount of insurance upon the property described by this policy was, at the time of the loss, 164,728,404, as more particularly specified in the apportionment attached under Schedule "C", besides which there was no policy or other contract of insurance, written or oral, valid or invalid.

6. The Actual Cash Value of said property at the time of loss was \$

7. The Whole Loss and Damage was \$614,407.35

8. The Amount Claimed under the above numbered policy is for the Bldg, BBP & Blnt claim les ded \$604,407.35

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

WARNING

Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

State of Pennsylvania

County of York

OSS Orthopedic Hospital

Individual Insured or Firm Name

X
Authorized Signature and Title

Subscribed and sworn to before me this 17th day of August, 2018

Notary public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Rochelle L. Dillon, Notary Public

Dover Twp., York County

My Commission Expires July 21, 2019

MEMBER PENNSYLVANIA ASSOCIATION OF NOTARIES

SCHEDULE "A" - POLICY FORM

Loss, if any, payable to _____

		ACTUAL CASH VALUE		LOSS AND DAMAGE	
Item 1	Building	394,079	79	436,143	84
Item 2	Business Personal Property	59,259	10	60,163	85
Item 3	Time Element	118,099	67	118,099	67
	Less Deductible	(10,000)		(10,000)	
Totals:	CLAIM	561,438	55	604,407	35

POLICY NO.	EXPIRES	NAME OF COMPANY	ITEM NO. _____		ITEM NO. _____		
			INSURES	PAYS	INSURES	PAYS	
Totals:							

RECEIPT FOR PAYMENT

The Mortgagee

CL107/

Exhibit C

Alysa Talarico

From: Yavil, David <David.Yavil@lewisbrisbois.com>
Sent: Monday, November 11, 2019 7:50 AM
To: Alysa Talarico
Cc: Lisa M. Pungitore
Subject: Continental v. Ultra Clean- Removal to Federal Court

Hi Alysa,

Sorry for the delay. We consent to you seeking removal to federal court.

Thanks,

David

From: Alysa Talarico [mailto:Atalarico@morganakins.com]
Sent: Wednesday, November 6, 2019 2:12 PM
To: Yavil, David
Cc: Lisa M. Pungitore
Subject: [EXT] RE: Ultraclean Inspection Protocol-Oss/Ultra Clean, et al

Any update?

Alysa

Alysa Talarico, Esquire
Morgan & Akins, PLLC
The Graham Building
30 S. 15th Street
Philadelphia, PA 19102
(267) 691-3900 (direct)
(215) 600-1234 (main)



From: Yavil, David [mailto:David.Yavil@lewisbrisbois.com]
Sent: Monday, November 4, 2019 1:08 PM
To: Alysa Talarico <Atalarico@morganakins.com>
Cc: Lisa M. Pungitore <LPungitore@morganakins.com>
Subject: RE: Ultraclean Inspection Protocol-Oss/Ultra Clean, et al

Hi Alysa,

We are seeking consent from our client and principal and will get back to you shortly.

Thanks,



David A. Yavil
Attorney
David.Yavil@lewisbrisbois.com
T: 215.977.4069 F: 215.977.4101

550 E. Swedesford Road, Suite 270, Wayne, PA 19087 | LewisBrisbois.com

Representing clients from coast to coast. View our locations nationwide.

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From: Alysa Talarico [<mailto:Atalarico@morganakins.com>]
Sent: Monday, November 04, 2019 1:17 PM
To: Yavil, David
Cc: Lisa M. Pungitore
Subject: [EXT] RE: Ultraclean Inspection Protocol-Oss/Ultra Clean, et al

External Email

We are likely going to remove this case. Does TPI Partners, Inc. (incorrectly captioned as Thermoplastics Processes) consent to the removal?

Alysa Talarico, Esquire
Morgan & Akins, PLLC
The Graham Building
30 S. 15th Street
Philadelphia, PA 19102
(267) 691-3900 (direct)
(215) 600-1234 (main)

